

1
2 BILL NO. S-77-08-42

3 SPECIAL ORDINANCE NO. S-194-77

4 AN ORDINANCE approving a contract
5 with NOBIS CONSTRUCTION CO., INC.
6 for installation of sanitary sewer-
Resolution No. 292-77 - Getz Road.

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
8 FORT WAYNE, INDIANA:

9 SECTION 1. That the contract dated July 20, 1977
10 between the City of Fort Wayne, by and through its Mayor
11 and the Board of Public Works, and Nobis Construction Co., Inc.,
12 for construction of a sanitary sewer as follows:

13 Beginning at an existing sanitary sewer
14 manhole located 15 $\frac{1}{2}$ lineal feet south of
15 and 60 $\frac{1}{2}$ lineal feet east of the southeast
16 corner of Lot 22 of Walnut Hills Terrace
17 Addition, as recorded in Plat Book 16,
18 Page 139; thence northwesterly 95 $\frac{1}{2}$ lineal
19 feet to a proposed manhole located 28 $\frac{1}{2}$
20 lineal feet south of and 11 $\frac{1}{2}$ lineal feet
21 west of the northeast corner of said Lot
22; thence north 2000 $\frac{1}{2}$ lineal feet, termin-
23 ating at a proposed manhole located 20 $\frac{1}{2}$
24 lineal feet south of and 11 $\frac{1}{2}$ lineal feet
25 west of the northeast corner of Lot 2 of
26 said Walnut Hills Terrace Addition.

27 Laterals #1:

28 Beginning at an existing sanitary sewer
29 manhole located 35 $\frac{1}{2}$ lineal feet south of
30 and 65 $\frac{1}{2}$ lineal feet east of the northeast
31 corner of Lot 8 of Pt. Covington Acres
32 Addition, as recorded in Plat Book 18,
33 Page 97 and 98; thence southwesterly 95 $\frac{1}{2}$
34 feet, terminating at a proposed manhole
35 located 4 $\frac{1}{2}$ lineal feet east of and 1 $\frac{1}{2}$
lineal feet south of the southeast corner
of said Lot #8 of Pt. Covington Acres Addition,

for a total cost of \$69,940.00, all as more particularly set
forth in said contract which is on file in the Office of the
Board of Public Works and is by reference incorporated herein,
made a part hereof and is hereby in all things ratified,
confirmed and approved.

SECTION 2. This Ordinance shall be in full force and
effect from and after its passage and approval by the Mayor.

34 APPROVED AS TO FORM
35 AND LEGALITY.

James H. Bunker
Associate Attorney

O. J. Schmitt
Councilman

Read the first time in full and on motion by D. Schmidt, seconded by

Stinger, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City-Plan-Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 8-23-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by D. Schmidt, seconded by Hunter, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>0</u>	<u> </u>	<u>1</u>	<u> </u>
<u>BURNS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HINGA</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>HUNTER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>MOSES</u>	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
<u>NUCKOLS</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, D.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>SCHMIDT, V.</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>STIER</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u>TALARICO</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-13-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-194-77 on the 13th day of September, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of September, 1977 at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14th day of September, 1977, at the hour of 3:30 o'clock _____ M., E.S.T.

Ralph Armstrong
MAYOR

S-77-08-42

Bill No. _____

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance

approving a contract with NOBIS CONSTRUCTION CO., INC. for installation of
sanitary sewer-Resolution NO. 292-77 - Getz Road

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

[Handwritten signatures: Winfield C. Moses, Jr., Donald J. Schmidt, Vivian G. Schmidt, Paul M. Burns, Samuel J. Talarico]

DATE 9-13-77 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

OFFICE OF
BOARD OF PUBLIC WORKS



F:lc
FORT WAYNE 2, INDIANA

B.O. 106-77

Date July 20, 1977 64-313-8

To PHIL BOLLER - WPC Engr. Dept.

Subject AMENDED Sewer Res. No. 292-77 Getz Road Sanitary Sewer

Contract to be awarded to Nobis Construction Co., Inc. at and for their bid in the amount of \$66,940.00 subject to councilmanic approval.

Please prepare contract and necessary documents.

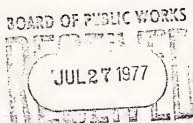
H. P. WEHRENBURG
E. H. LAMAR
M. G SCOTT
BOARD OF PUBLIC WORKS

ajf

NOTED

- ☐ H.P.W.
☐ E.H.L.
☐ M.G.S.

Date _____



Signed _____

Reply: _____

July 26, 1977

Enclosed for your action is the completed contract and bond for subject project.

It is our anticipation that this project will reach council on the 9th of August so that the contractor can begin work approximately August 24 right after it is released by Council.

If you have any questions contact Duane Embury or the writer.

Philip R. Boller

Philip R. Boller, P.E.
Chief Water Pollution Control Eng.

PRB/DE/iw
Encl.

Signed _____

CONTRACT AND BOND

This Agreement, Made and entered into as of the day of

19, by and between

NOBIS CONSTRUCTION CO. INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Resolved by the Board of Public Works of the City of Fort Wayne, Indiana, that the construction of a sanitary interceptor sewer, which from its size and character is intended for use by property holders whose property abuts along the line of said sewer, be and the same is hereby ordered.

Beginning at an existing sanitary sewer manhole located 15± lineal feet south of and 60± lineal feet east of the southeast corner of Lot 22 of Walnut Hills Terrace Addition, as recorded in Plat Book 16, Page 139; thence northwesterly 95± lineal feet to a proposed manhole located 28± lineal feet south of and 11± lineal feet west of the northeast corner of said Lot 22; thence north 2000± lineal feet, terminating at a proposed manhole located 20± lineal feet south of and 11± lineal feet west of the northeast corner of Lot 2 of said Walnut Hills Terrace Addition.

Lateral #1:

Beginning at an existing sanitary sewer manhole located 35± lineal feet south of and 65± lineal feet east of the northeast corner of Lot 8 of Pt. Covington Acres Addition, as recorded in Plat Book 18, Page 97 and 98; thence southwesterly 95± feet, terminating at a proposed manhole located 4± lineal feet east of and 1± lineal feet south of the southeast corner of said Lot #8 of Pt. Covington Acres Addition.

Said sewer shall be 8" in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the Office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

WORK HEREIN SPECIFIED ARE HEREBY MADE A PART OF THIS CONTRACT AS FULLY AND EFFECTUALLY AS IF HEREIN SET OUT IN FULL.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 60 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 20th

day of July 19 77

NOBIS CONSTRUCTION CO. INC.

BY: William M. Nobis

ITS: President

Contractor, party of the first part.

This contract approved by us this day of 19

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

for the Following Prices

8" E.S. VCP C-700	Sixteen and 45/100 Dollars	\$ 16.45
C.F.W. Type 1-A MH	Nine Hundred Ninety and 00/100 Dollars	990.00
Special Gravel	Six and 00/100 Dollars	6.00
#73 Stone Backfill	Eight and 00/100 Dollars	8.00
C.F.W. Type A Casting complete in place	Two Hundred Twenty and 00/100 Dollars	220.00
6" Y Tap-in units and/or 6" ext.to P.L.incl permit	Two Hundred and 00/100 Dollars	200.00
Seeding and 2" Mulch	Sixty (60/100) Cents	.60
6" deep strength asphalt	Seven and 00/100 Dollars	7.00
6" crushed stone	Two and 00/100 Dollars	2.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of Sanitary Sewer Improvement Resolution No. 292-1977 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 60 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 20th day of July 19 77

NOBIS CONSTRUCTION CO. INC.

BY: William M. Nobis

ITS: President

Contractor, party of the first part.

This contract approved by us this _____ day of _____ 19 _____

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we

NOBIS CONSTRUCTION CO. INC.

as principal and

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY-SIX
THOUSAND NINE HUNDRED FORTY AND 00/100 DOLLARS (\$ 66,940.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 20th

day of July 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 20th day of July 19 77

NOBIS CONSTRUCTION CO. INC. (SEAL)

BY: William M. Nobis (SEAL)

ITS: President (SEAL)

Fidelity and Deposit Company of Maryland
Donald E. Coffey (SEAL)
Attorney-in-Fact

Approved this _____ day of _____ 19 ____

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of an Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

NOBIS CONSTRUCTION CO. INC.

Contractors

as principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY-SIX
THOUSAND NINE HUNDRED FORTY AND-----00/100 (\$ 66,940.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs,
executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said _____

NOBIS CONSTRUCTION CO. INC.

did on the 20th day of July, 1977 enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along (SEE DESCRIPTION PAGE 1) - RES. 292-1977

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said NOBIS CONSTRUCTION CO. INC.

shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 20th day of July 1977

NOBIS CONSTRUCTION CO. INC. (SEAL)

BY: William M. Nobis (SEAL)

ITS: President (SEAL)

Fidelity and Deposit Company of Maryland

Approved this _____ day of _____ 1977 Donald E. Coffey Attorney-in-Fact

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE BOARD
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

No. 19
CONTRACT AND BOND
of

for

Amount of Bond

Approved: Dollars

Board of Public Works.

Recorded in Contract Record Book No.
Page Recorded in Imp. Res.
Record Book No. Page

Improvement Resolution No. 19
Cost per lineal foot \$
Assessment Roll Approved
Final Estimate Approved

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and PAUL E. ZACHARSKI, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Paula W. Schneider, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH, his true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated November 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st day of June, A.D. 1976.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



STATE OF MARYLAND
City of Baltimore

Paul E. Zacharski
Assistant Secretary

By

C. M. Pecot, Jr.
Vice-President

On this 21st day of June, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Harris
Notary-Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate, and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made herefore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 20th day of July, 1977

W. E. Boose
Assistant Secretary

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and PAUL E. ZACHARSKI, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Walter E. Boose, Paula W. Schneider, Marvin P. Martin, Lowell K. Zelt and Virginia T. Axson, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated November 6, 1975.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 21st.....day of.....June....., A.D. 1976.....

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



Paul E. Zacharski
Assistant Secretary

By *C. M. Pecot, Jr.*
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE

On this 21st day of June, A.D. 1976, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the said affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



Melinda T. Harris
Notary Public Commission Expires July 1, 1978

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 20th.....day of.....July....., 1977.....

[Signature]
Assistant Secretary

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

ccord

NAME AND ADDRESS OF AGENCY

Lupke-Rice Associates
P. O. Box 718
Fort Wayne, Indiana 46801

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	American Employers Ins. Company
COMPANY LETTER	B	Ranger Insurance Company
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

Nobis Construction Company, Inc.
3702 Rupp Drive
Fort Wayne, Indiana 46805

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	AID92 96 50	5/3/78	BODILY INJURY	\$ 500,000	500,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$ 100,000	100,000
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD			PERSONAL INJURY		\$ 500,000
A	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD	AID92 96 50	5/3/78	BODILY INJURY (EACH PERSON)	\$ 250,000	
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE			BODILY INJURY (EACH OCCURRENCE)	\$ 500,000	
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE			PROPERTY DAMAGE	\$ 100,000	
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input checked="" type="checkbox"/> PERSONAL INJURY					
B	AUTOMOBILE LIABILITY	AID92 96 50	5/3/78	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000	1,000,000
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> OWNED					
	<input checked="" type="checkbox"/> HIRED					
	<input checked="" type="checkbox"/> NON-OWNED					
B	EXCESS LIABILITY	RU401458	5/3/78	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,000	1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM					
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY	AIG47 79 65	5/3/78	STATUTORY		
					\$ 100,000	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

For: Sanitary Sewers on Getz Road, Resolution # 292-1977.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

City of Fort Wayne,
Fort Wayne, Indiana

DATE ISSUED: July 18, 1977

Donald L. Coffey
AUTHORIZED REPRESENTATIVE

TITLE OF ORDINANCE NOBIS CONSTRUCTION CO., INC. (GETZ ROAD)
SPECIAL ORDINANCE - CONTRACT - SAN. SEWER IMP. RES. NO. 292-77

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CONTRACT - SANITARY SEWER IMPROVEMENT RESOLUTION NO. 292-77,

GETZ ROAD, NOBIS CONSTRUCTION CO., INC., CONTRACTOR, IN THE AMOUNT OF \$69,940.00

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JULY 21, 1977

EFFECT OF PASSAGE INSTALLATION OF SANITARY SEWER FOR GETZ ROAD

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT AND INSTALL SEWER FOR GETZ ROAD

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) ADVANCE BY CITY UTILITIES, WITH
REIMBURSEMENT BY PROPERTY OWNERS AT TAP-IN (AMOUNT - \$69,940.00)

ASSIGNED TO COMMITTEE _____